

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 8	TO LEASE NO. GS-06P-01068	DATE 3/5/2013	PAGE 1 of 3
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ADDRESS OF PREMISES  
7600 West 119<sup>th</sup> Street, Overland Park, Kansas 66213-1106

THIS AGREEMENT, made and entered into this date by and between

Privitera Realty Holding LLC

whose address is 909 Troost  
Kansas City, Missouri 64106-3048

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above lease.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective \_\_\_\_\_, as follows:

The word "effective" directly above was deleted prior to signature by either party.

1. Supplemental Lease Agreement Number 8 amends paragraph 1 of SLA Number 6 as follows: "This Supplemental Lease Agreement is for the Citizen and Immigration Services (CIS) project consisting of 113,060 ANSI BOMA Office Area square feet and 122,161 rentable square feet (RSF). The CIS leased space replaced the existing leased space once Phase 1 occupancy was completed on January 10, 2013 for the CIS as described below.

2. Paragraph 1 of the SF-2 of the Lease as amended is hereby further amended to delete the existing description of the premises and replace it with the following description effective January 10, 2013 as listed below:

"The Lessor hereby leases to the Government the following described premises:

A total of 113,060 ANSI BOMA Office Area (ABOA) square feet (122,161 rentable square feet (RSF)) together with 574 on-site surface parking spaces (5 reserved for Government vehicles) and dock located at 7600 West 119<sup>th</sup> Street, Overland Park, Kansas 66213-1106 to be used for such purposes as determined by the General Services Administration. This space will be occupied in 3 phases consisting of the following:

Phase 1: The first floor was occupied January 10, 2013 consisting of 24,043 ABOA square feet and 26,938 RSF.

Phase 2: The second floor was occupied on March 1, 2013 consisting of 44,641 ABOA square feet and 49,370 RSF.

Phase 3: The first floor Annex is scheduled to be occupied on April 12, 2013 consisting of 44,376 ABOA square feet and 45,853 RSF of space

All other terms and conditions of the Lease shall remain in full force and effect.

LESSOR:

(b) (6)

NAME OF SIGNER

Anthony L. Privitera II

IN THE PRESENCE OF (SIGNATURE)

NAME OF SIGNER

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PBS/REALTY SERVICES DIVISION

SIGNATURE

(b) (6)

NAME OF SIGNER

Brian K. Dunbar

OFFICIAL TITLE OF SIGNER

Lease Contracting Officer



3. Paragraph 3 of Supplemental Lease Agreement Number 6 is amended to add the following. "An additional 2,400 usable/rentable square feet of space is being added to the Annex. The shell and tenant improvement break out shall be treated the same as what was described in Supplemental Lease Agreement Number 6. An additional tenant improvement allowance of \$60,728.33 for the additional 2,400 ABOA square feet shall be provided. The total tenant improvement allowance is now \$2,860,810.19."

4. Paragraph 9 of the Lease as amended is hereby further amended in the following schedule:

"Phase 1 (26,938 RSF) Effective January 10, 2013 – February 28, 2013

	1/10/2013-2/28/2013	
	Annual Rent	Annual Rate/RSF
Base Rent	\$386,560.30	\$14.35
Operating Costs	\$102,633.78	\$3.81
Total Annual Rent	\$489,194.08	\$18.16

Phases 1 & 2 (76,308 RSF) Effective March 1, 2013 – April 11, 2013

	3/1/2013-4/11/2013	
	Annual Rent	Annual Rate/RSF
Base Rent	\$1,095,019.80	\$14.35
Operating Costs	\$290,733.48	\$3.81
Total Annual Rent	\$1,385,753.28	\$18.16

Phases 1 & 2 & 3 (122,161 RSF) Effective April 12, 2013 – April 30, 2021

	4/12/2013-4/30/2021	
	Annual Rent	Annual Rate/RSF
Base Rent	\$1,753,010.35	\$14.35
Operating Costs	\$465,433.41	\$3.81
Total Annual Rent	\$2,218,443.76	\$18.16

Rent is paid monthly in arrears. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

Privitera Realty Holding LLC  
909 Troost  
Kansas City, Missouri 64106-3048

5. Paragraph 10 of the SF-2 of the Lease as amended is replaced with the following:

"10. At no time shall the Government pay for more square footage of space regardless if the amount of space delivered is greater than the amount of space listed in paragraph 2 of Supplemental Lease Agreement Number 8 for all 3 phases of the CIS project."

6. Effective upon occupancy of Phases 1 & 2 & 3 of the CIS project, Paragraph 11 of the SF-2 of the Lease is amended as follows: "For the purposes of calculating operating cost adjustments only, the lease commencement date shall be April 12, 2013. For all other purposes the lease commencement date remains May 1, 2011.

In addition, the base rate for operating cost escalation is changed to \$3.81 per rentable square foot per annum based on 122,161 Rentable Square Feet of space or \$465,433.41 annually. The operating cost base rate will be used for the purposes of computing rental adjustments in accordance with Paragraph 4.3 (Operating Costs) of the Lease."

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7. The General Contractor's fee for the tenant improvement work is 4 percent for the CIS project as seen in the attached estimates as well as for the additional 2,400 square feet.

8. Effective upon completion of Phase 3 of the CIS project, Paragraph 22 of the SF-2 of the Lease as amended is further amended as follows: "The common area factor for the building(s) is 1.08049708."

9. Paragraph 24 of the SF-2 of the Lease as amended is further amended to state "A new tenant improvement allowance of \$2,860,810.19 is being provided for the CIS project."

10. Paragraph 1.1.B. of the SFO of the Lease is amended to state that "The Government requires 574 on-site surface parking spaces (5 reserved for Government vehicles).

11. Paragraph 21 of SLA number 6 is amended to include the 2,400 square foot east end addition for drawing and document preparation, submittals, review, and other requirements as stated in paragraph 21.

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